CUSTODIAN AGREEMENT

This agreement, made this _____day of

_____, 20____, between_____

_____, a corporation organized under the laws of

_____(hereafter called the

"Company") and _____, a corporation organized

under the laws of New Hampshire (hereafter call the "Custodian").

WITNESSETH:

WHEREAS, the Commissioner of Insurance of the State of New Hampshire

has requested that a deposit in the amount of _____

be maintained within the State and the Company desires to deposit securities

with the Custodian for such purposes.

NOW, THEREFORE, in consideration of the mutual agreement and other

valuable considerations and the provisions herein contained, it is hereby

agreed by and between the Company and the Custodian that the Company shall

open a custodian account with the Custodian, subject to the following conditions:

1. Securities placed in the custodian account shall be held by the

Custodian, its successors or assigns, in custody exclusively for the Commissioner

of Insurance of the State of New Hampshire, as trustee, in trust for the benefit and

security of the policyholders, claimants or creditors of the Company within the

United States, and free of any lien or other claim of the Custodian, and judgment creditor

or other claimant of the Company.

Non-registered securities may be held as follows:

a) Coupon/bearer form
b) At book entry in a Federal Reserve Bank
c) At DTC (The Depository Trust Company) either as a direct
    bank participant or as an indirect depository participant.

2. All registered securities are to be held and registered as follows:

    a) "Insurance Commissioner of New Hampshire in Trust for the Benefit and Security of all Policyholders, Claimants and Creditors of the _____ in the State of New Hampshire."

    OR

    b) In the name of the Custodian bank's nominee (without thereby impairing the Custodian's responsibility to the Company).

The Custodian will be liable to the Company and the Commissioner of Insurance for its own negligence, willful misconduct or lack of good faith.

    3. Except as hereinafter provided, no securities in this account or any of the principal cash held pursuant to this Agreement shall be released by the Custodian except upon receipt or a written request of the Company and written assent by or in the name of the Commissioner of Insurance. The Company may from time to time withdraw any of the securities in this account, with approval of the Commissioner of Insurance, depositing with the Custodian other acceptable securities, the market value of which are equal to the market value of those withdrawn.

    4. Upon maturity or redemption of any security held hereunder, the Custodian may surrender the same for payment and hold the proceeds thereof in a principal cash account which is to be maintained as part of this account to be held in accordance with this Agreement.

    5. All transactions and/or withdrawals involving Deposited Securities or Principal Cash, including the effectuation of substituted deposits of securities, the exchange of Deposited Securities for other eligible securities pursuant to an offer of the obligor, or the sale of Deposited Securities and the simultaneous purchase of other eligible securities with Principal Cash funds, shall be consummated upon the prior receipt by the Custodian of instructions from the Company and written assent thereto of the Commissioner of Insurance.

    6. All income collected on or received from the securities held hereunder is to be paid to or upon the order of the Company.

7.   Upon the written direction of the Commissioner of Insurance, pursuant to an order of a court of competent jurisdiction, the Custodian shall turn the deposits held pursuant to this Agreement over to the Commissioner of Insurance or in accordance with such direction and order.

8.   The Custodian shall be accountable to the Commissioner of Insurance for the safekeeping of the securities and principal cash held by it under this Agreement.

9.   The Custodian shall send advices with respect to all security and principal cash transactions, within ten (10) days after said transactions take place, to the Commissioner of Insurance with a copy to the Company. The Custodian shall send advices with respect to all income transactions to the Company only.

10. On or before February 1st of each year and as often as the Commissioner of Insurance shall request, the Custodian shall prepare a certificate concerning the assets in the account as of the close of business on December 31st of the year preceding and deliver such certificate to the Commissioner of Insurance with a copy to the Company.

11. As often as the Commissioner of Insurance or the Company shall request, the Custodian shall prepare a certificate concerning the assets in the account as of the date of the request and deliver such certificate to the Commissioner of Insurance with a copy to the Company.

12. The Custodian may cancel this Agreement, effective not less than thirty (30) days after receipt of notice thereof by the Company and the Commissioner of Insurance, and the Company may cancel this Agreement at any time without assigning any reason therefore, effective upon receipt of notice thereof by the Custodian and the Commissioner of Insurance, provided that no cancellation by either party shall be effective until (a) a new custodian agreement is executed by the Company with another custodian and approved by the Commissioner of Insurance, and (b) the securities and principal cash in the custodian account are transferred to the newly

designated custodian in accordance with written instructions from the Company, provided, however, that if no new custodian agreement is to be entered into, this custodian agreement may be cancelled and the securities and any balance in the principal cash account released to the Commissioner of Insurance.

13. Any successor in interest of the Custodian, or receiver, liquidator or other public officer appointed to administer the affairs of the Custodian, shall succeed to all the obligations assumed hereunder by the Custodian.

14. This Agreement shall become effective when executed by the parties.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Instrument on the_____day of _____, 20_____.

_____
   Company

                    By:_____
                          Executive Vice President

                    By:_____
                          Vice President

_____
   Custodian

                    By:_____